

**Richard M. Weaver & Associates**  
5601 Airport Freeway  
Fort Worth, TX 76117

Bar Number: 21010820  
Phone: (817) 222-1108

**IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

In re: **Manmohan Singh**  
1236 Logan Drive  
Lewisville, TX 75077

**xxx-xx-0082**

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Case No: **18-42986-13**

Date: **8/24/2018**

Chapter 13

**Jaswinder Singh**  
1236 Logan Drive  
Lewisville, TX 75077

**xxx-xx-5623**

Debtor(s)

**DEBTOR'S(S) CHAPTER 13 PLAN  
(CONTAINING A MOTION FOR VALUATION)**

**DISCLOSURES**

- ☒ This *Plan* does not contain any *Nonstandard Provisions*.
- ☐ This *Plan* contains *Nonstandard Provisions* listed in Section III.
- ☒ This *Plan* does not limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.
- ☐ This *Plan* does limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.

This *Plan* does not avoid a security interest or lien.

Language in italicized type in this *Plan* shall be as defined in the "General Order 2017-01, Standing Order Concerning Chapter 13 Cases" and as it may be superseded or amended ("General Order"). All provisions of the General Order shall apply to this *Plan* as if fully set out herein.

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Plan Payment: **\$2,920.00**

Plan Term: **60 months**

Plan Base: **\$175,200.00**

Applicable Commitment Period: **60 months**

Value of Non-exempt property per § 1325(a)(4): **\$619.44**

Monthly Disposable Income per § 1325(b)(2): **\$0.00**

Monthly Disposable Income x ACP ("UCP"): **\$0.00**

Case No: 18-42986-13  
 Debtor(s): **Manmohan Singh**  
**Jaswinder Singh**

### MOTION FOR VALUATION

Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. § 506(a) and § 1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims who do not accept the *Plan*, *Debtor(s)* hereby move(s) the Court to value the *Collateral* described in Section I, Part E.(1) and Part F of the *Plan* at the lesser of the value set forth therein or any value claimed on the proof of claim. Any objection to valuation shall be filed at least seven (7) days prior to the date of the *Trustee's* pre-hearing conference regarding Confirmation or shall be deemed waived.

### SECTION I DEBTOR'S(S') CHAPTER 13 PLAN - SPECIFIC PROVISIONS FORM REVISED 7/1/17

#### A. PLAN PAYMENTS:

*Debtor(s)* propose(s) to pay to the *Trustee* the sum of:

\$2,920.00 per month, months 1 to 60.

For a total of \$175,200.00 (estimated "*Base Amount*").

First payment is due 9/2/2018.

The applicable commitment period ("ACP") is 60 months.

Monthly Disposable Income ("DI") calculated by *Debtor(s)* per § 1325(b)(2) is: \$0.00.

The Unsecured Creditors' Pool ("UCP"), which is DI x ACP, as estimated by the *Debtor(s)*, shall be no less than:  
\$0.00.

*Debtor's(s')* equity in non-exempt property, as estimated by *Debtor(s)* per § 1325(a)(4), shall be no less than:  
\$619.44.

#### B. STATUTORY, ADMINISTRATIVE AND DSO CLAIMS:

- CLERK'S FILING FEE:** Total filing fees paid through the *Plan*, if any, are \$0.00 and shall be paid in full prior to disbursements to any other creditor.
- STATUTORY TRUSTEE'S PERCENTAGE FEE(S) AND NOTICING FEES:** *Trustee's Percentage Fee(s)* and any noticing fees shall be paid first out of each receipt as provided in General Order 2017-01 (as it may be superseded or amended) and 28 U.S.C. § 586(e)(1) and (2).
- DOMESTIC SUPPORT OBLIGATIONS:** The *Debtor* is responsible for paying any Post-petition Domestic Support Obligation directly to the DSO claimant. Pre-petition Domestic Support Obligations per Schedule "E/F" shall be paid in the following monthly payments:

<u>DSO CLAIMANTS</u>	<u>SCHED. AMOUNT</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> <u>(MONTHS __ TO __)</u>	<u>TREATMENT</u> <u>\$__ PER MO.</u>
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- C. **ATTORNEY FEES:** To Richard M. Weaver & Associates, total: \$3,700.00;  
\$2,190.00 Pre-petition; \$1,510.00 disbursed by the *Trustee*.

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Debtor(s): **Manmohan Singh**  
**Jaswinder Singh****D.(1) PRE-PETITION MORTGAGE ARREARAGE:**

MORTGAGEE	SCHED. ARR. AMT	DATE ARR. THROUGH	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
<b>BSI Financial Services Homestead</b>	<b>\$26,308.35</b>	<b>8/1/17-8/1/18</b>	<b>0.00%</b>	<b>Month(s) 1-58</b>	<b>Pro-Rata</b>

**D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY THE TRUSTEE IN A CONDUIT CASE:**

MORTGAGEE	# OF PAYMENTS PAID BY TRUSTEE	CURRENT POST- PETITION MORTGAGE PAYMENT AMOUNT	FIRST CONDUIT PAYMENT DUE DATE (MM-DD-YY)
<b>BSI Financial Services Homestead</b>	<b>59 month(s)</b>	<b>\$2,065.96</b>	<b>11/1/18</b>

**D.(3) POST-PETITION MORTGAGE ARREARAGE:**

MORTGAGEE	TOTAL AMT.	DUE DATE(S) (MM-DD-YY)	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
<b>BSI Financial Services Homestead</b>	<b>\$4,131.92</b>	<b>9/1/18-10/1/18</b>	<b>0.00%</b>	<b>Month(s) 1-58</b>	<b>Pro-Rata</b>

**E.(1) SECURED CREDITORS - PAID BY THE TRUSTEE:**

A.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT Per Mo.
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B.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%		TREATMENT Pro-rata
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To the extent the value amount in E.(1) is less than the scheduled amount in E.(1), the creditor may object. In the event a creditor objects to the treatment proposed in paragraph E.(1), the *Debtor(s)* retain(s) the right to surrender the *Collateral* to the creditor in satisfaction of the creditor's claim.

**E.(2) SECURED 1325(a)(9) CLAIMS PAID BY THE TRUSTEE - NO CRAM DOWN:**

A.

CREDITOR / COLLATERAL	SCHED. AMT.	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT Per Mo.
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B.

CREDITOR / COLLATERAL	SCHED. AMT.	%		TREATMENT Pro-rata
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The valuation of *Collateral* set out in E.(1) and the interest rate to be paid on the above scheduled claims in E.(1) and E.(2) will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

Absent any objection to the treatment described in E.(1) or E.(2), the creditor(s) listed in E.(1) and E.(2) shall be deemed to have accepted the *Plan* per section 1325(a)(5)(A) of the Bankruptcy Code and to have waived its or their rights under section 1325(a)(5)(B) and (C) of the Bankruptcy Code.

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Debtor(s): **Manmohan Singh**  
**Jaswinder Singh****F. SECURED CREDITORS - COLLATERAL TO BE SURRENDERED:**

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	TREATMENT
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Upon confirmation, pursuant to 11 U.S.C. § 1322(b)(8), the surrender of the *Collateral* described herein will provide for the payment of all or part of a claim against the *Debtor(s)* in the amount of the value given herein.

The valuation of *Collateral* in F will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

The *Debtor(s)* request(s) that the automatic stay be terminated as to the surrendered *Collateral*. If there is no objection to the surrender, the automatic stay shall terminate and the *Trustee* shall cease disbursements on any secured claim which is secured by the *Surrendered Collateral*, without further order of the Court, on the 7th day after the date the *Plan* is filed. However, the stay shall not be terminated if the *Trustee* or affected secured lender files an objection in compliance with paragraph 8 of the General Order until such objection is resolved.

Nothing in this *Plan* shall be deemed to abrogate any applicable non-bankruptcy statutory or contractual rights of the *Debtor(s)*.

**G. SECURED CREDITORS - PAID DIRECT BY DEBTOR:**

CREDITOR	COLLATERAL	SCHED. AMT.
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**H. PRIORITY CREDITORS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:**

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
IRS- Special Procedures Staff	\$2,390.00	Month(s) 1-58	Pro-Rata

**I. SPECIAL CLASS:**

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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JUSTIFICATION: \_\_\_\_\_

**J. UNSECURED CREDITORS:**

CREDITOR	SCHED. AMT.	COMMENT
Amca	\$65.00	
Comenity Bank/justice	\$0.00	
Credit Coll	\$256.00	
Credit Coll	\$58.00	
Diversified Credit Sys	\$690.00	
Enhanced Recovery Co L	\$465.00	
FHA Single Family Loan Mtg -	\$0.00	
IRS- Special Procedures Staff	\$6,242.00	
Kohls/capone	\$1,743.00	
M.a.r.s.inc	\$45.00	
NTTA	\$500.00	
Prof Fin Co	\$312.00	
Professional Finance C	\$646.00	
Professional Finance C	\$125.00	

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<b>Santander Consumer Usa</b>	<b>\$2,080.00</b>
<b>US Dept. of Hud - Title 1</b>	<b>\$0.00</b>
<b>Veterans Adm. Dept of Veteran's Affairs</b>	<b>\$0.00</b>
<b>TOTAL SCHEDULED UNSECURED:</b>	<b>\$13,227.00</b>

The *Debtor's(s)* estimated (but not guaranteed) payout to unsecured creditors based on the scheduled amount is 11%.

General unsecured claims will not receive any payment until after the order approving the TRCC becomes final.

**K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:**

§ 365 PARTY	ASSUME/REJECT	CURE AMOUNT	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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**SECTION II**  
**DEBTOR'S(S) CHAPTER 13 PLAN - GENERAL PROVISIONS**  
**FORM REVISED 7/1/17**

**A. SUBMISSION OF DISPOSABLE INCOME:**

*Debtor(s)* hereby submit(s) future earnings or other future income to the *Trustee* to pay the *Base Amount*.

**B. ADMINISTRATIVE EXPENSES, DSO CLAIMS & PAYMENT OF TRUSTEE'S STATUTORY PERCENTAGE FEE(S) AND NOTICING FEES:**

The Statutory Percentage Fees of the *Trustee* shall be paid in full pursuant to 11 U.S.C. §§ 105(a), 1326(b)(2), and 28 U.S.C. § 586(e)(1)(B). The *Trustee* is authorized to charge and collect Noticing Fees as indicated in Section I, Part "B" hereof.

**C. ATTORNEY FEES:**

*Debtor's(s)* Attorney Fees totaling the amount indicated in Section I, Part C, shall be disbursed by the *Trustee* in the amount shown as "Disbursed By The Trustee" pursuant to this *Plan* and the *Debtor's(s)* Authorization for Adequate Protection Disbursements ("AAPD"), if filed.

**D.(1) PRE-PETITION MORTGAGE ARREARAGE:**

The Pre-Petition *Mortgage Arrearage* shall be paid by the *Trustee* in the allowed pre-petition arrearage amount and at the rate of interest indicated in Section I, Part D.(1). To the extent interest is provided, it will be calculated from the date of the Petition. The principal balance owing upon confirmation of the *Plan* on the allowed pre-petition *Mortgage Arrearage* amount shall be reduced by the total adequate protection less any interest (if applicable) paid to the creditor by the *Trustee*. Such creditors shall retain their liens.

**D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY TRUSTEE IN A CONDUIT CASE:**

*Current Post-Petition Mortgage Payment(s)* shall be paid by the *Trustee* as indicated in Section I, Part D.(2), or as otherwise provided in the General Order.

The *Current Post-Petition Mortgage Payment(s)* indicated in Section I, Part D.(2) reflects what the *Debtor(s)* believe(s) is/are the periodic payment amounts owed to the *Mortgage Lender* as of the date of the filing of this *Plan*. Adjustment of the *Plan Payment* and *Base Amount* shall be calculated as set out in the General Order, paragraph 15(c)(3).

Payments received by the *Trustee* for payment of the *Debtor's Current Post-Petition Mortgage Payment(s)* shall be deemed adequate protection to the creditor.

Upon completion of the *Plan*, *Debtor(s)* shall resume making the *Current Post-Petition Mortgage Payments* required by their contract on the due date following the date specified in the *Trustee's* records as the date through which the *Trustee* made the last *Current Post-Petition Mortgage Payment*.

Unless otherwise ordered by the Court, and subject to Bankruptcy Rule 3002.1(f)-(h), if a *Conduit Debtor* is current on his/her *Plan Payments* or the payment(s) due pursuant to any wage directive, the *Mortgage Lender* shall be deemed current post-petition.

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**Jaswinder Singh**

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**D.(3) POST-PETITION MORTGAGE ARREARAGE:**

The *Post-Petition Mortgage Arrearage* shall be paid by the *Trustee* in the allowed amount and at the rate of interest indicated in Section I, Part D.(3). To the extent interest is provided, it will be calculated from the date of the Petition.

*Mortgage Lenders* shall retain their liens.

**E.(1) SECURED CLAIMS TO BE PAID BY TRUSTEE:**

The claims listed in Section I, Part E.(1) shall be paid by the *Trustee* as secured to the extent of the lesser of the allowed claim amount (per a timely filed Proof of Claim not objected to by a party in interest) or the value of the *Collateral* as stated in the *Plan*. Any amount claimed in excess of the value shall automatically be split and treated as unsecured as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(1) as set out in 11 U.S.C. § 1325(a)(5)(B)(i) and shall receive interest at the rate indicated from the date of confirmation or, if the value shown is greater than the allowed claim amount, from the date of the Petition, up to the amount by which the claim is over-secured. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments less any interest (if applicable) paid to the creditor by the *Trustee*.

**E.(2) SECURED 1325(a)(9) CLAIMS TO BE PAID BY THE TRUSTEE--NO CRAM DOWN:**

Claims in Section I, Part E.(2) are either debts incurred within 910 days of the *Petition Date* secured by a purchase money security interest in a motor vehicle acquired for the personal use of the *Debtor(s)* or debts incurred within one year of the *Petition Date* secured by any other thing of value.

The claims listed in Section I, Part E.(2) shall be paid by the *Trustee* as fully secured to the extent of the allowed amount (per a timely filed Proof of Claim not objected to by a party in interest). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(2) until the earlier of the payment of the underlying debt determined under non-bankruptcy law or a discharge under § 1328 and shall receive interest at the rate indicated from the date of confirmation. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments paid to the creditor by the *Trustee*.

To the extent a secured claim not provided for in Section I, Part D, E.(1) or E.(2) is allowed by the Court, *Debtor(s)* will pay the claim direct per the contract or statute.

Each secured claim shall constitute a separate class.

**F. SATISFACTION OF CLAIM BY SURRENDER OF COLLATERAL:**

The claims listed in Section I, Part F shall be satisfied as secured to the extent of the value of the *Collateral*, as stated in the *Plan*, by surrender of the *Collateral* by the *Debtor(s)* on or before confirmation. Any amount claimed in excess of the value of the *Collateral*, to the extent it is allowed, shall be automatically split and treated as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a).

Each secured claim shall constitute a separate class.

**G. DIRECT PAYMENTS BY DEBTOR(S):**

Payments on all secured claims listed in Section I, Part G shall be disbursed by the *Debtor(s)* to the claimant in accordance with the terms of their agreement or any applicable statute, unless otherwise provided in Section III, "Nonstandard Provisions."

No direct payment to the IRS from future income or earnings in accordance with 11 U.S.C. § 1322(a)(1) will be permitted.

Each secured claim shall constitute a separate class.

**H. PRIORITY CLAIMS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:**

Failure to object to confirmation of this *Plan* shall not be deemed acceptance of the "SCHD. AMT." shown in Section I, Part H. The claims listed in Section I, Part H shall be paid their allowed amount by the *Trustee*, in full, pro-rata, as priority claims, without interest.

**I. CLASSIFIED UNSECURED CLAIMS:**

Classified unsecured claims shall be treated as allowed by the Court.

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**Jaswinder Singh**

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**J. GENERAL UNSECURED CLAIMS TIMELY FILED:**

All other allowed claims not otherwise provided for herein shall be designated general unsecured claims.

**K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:**

As provided in § 1322(b)(7) of the Bankruptcy Code, the *Debtor(s)* assume(s) or reject(s) the executory contracts or unexpired leases with parties as indicated in Section I, Part K.

Assumed lease and executory contract arrearage amounts shall be disbursed by the *Trustee* as indicated in Section I, Part K.

**L. CLAIMS TO BE PAID:**

"TERM (APPROXIMATE)" as used in this *Plan* states the estimated number of months from the *Petition Date* required to fully pay the allowed claim. If adequate protection payments have been authorized and made, they will be applied to principal as to both under-secured and fully secured claims and allocated between interest and principal as to over-secured claims. Payment pursuant to this *Plan* will only be made on statutory, secured, administrative, priority and unsecured claims that are allowed or, pre-confirmation, that the *Debtor(s)* has/have authorized in a filed Authorization for Adequate Protection Disbursements.

**M. ADDITIONAL PLAN PROVISIONS:**

Any additional *Plan* provisions shall be set out in Section III, "Nonstandard Provisions."

**N. POST-PETITION NON-ESCROWED AD VALOREM (PROPERTY) TAXES AND INSURANCE:**

Whether the *Debtor* is a *Conduit Debtor* or not, if the regular payment made by the *Debtor* to a *Mortgage Lender* or any other lienholder secured by real property does not include an escrow for the payment of ad valorem (property) taxes or insurance, the *Debtor* is responsible for the timely payment of post-petition taxes directly to the tax assessor and is responsible for maintaining property insurance as required by the mortgage security agreement, paying all premiums as they become due directly to the insurer. If the *Debtor* fails to make these payments, the mortgage holder may, but is not required to, pay the taxes and/or the insurance. If the mortgage holder pays the taxes and/or insurance, the mortgage holder may file, as appropriate, a motion for reimbursement of the amount paid as an administrative claim or a *Notice of Payment Change by Mortgage Lender* or a *Notice of Fees, Expenses, and Charges*.

**O. CLAIMS NOT FILED:**

A claim not filed with the Court will not be paid by the *Trustee* post-confirmation regardless of its treatment in Section I or on the *AAPD*.

**P. CLAIMS FOR PRE-PETITION NON-PECUNIARY PENALTIES, FINES, FORFEITURES, MULTIPLE, EXEMPLARY OR PUNITIVE DAMAGES:**

Any unsecured claim for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims, shall be paid only a pro-rata share of any funds remaining after all other unsecured claims, including late filed claims, have been paid in full.

**Q. CLAIMS FOR POST-PETITION PENALTIES AND INTEREST:**

No interest, penalty, or additional charge shall be allowed on any pre-petition claims subsequent to the filing of the petition, unless expressly provided herein.

**R. BUSINESS CASE OPERATING REPORTS:**

Upon the filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report, business *Debtors* are no longer required to file operating reports with the *Trustee*, unless the *Trustee* requests otherwise. The filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report shall terminate the *Trustee's* duties but not the *Trustee's* right to investigate or monitor the *Debtor's(s')* business affairs, assets or liabilities.

**S. NO TRUSTEE'S LIABILITY FOR DEBTOR'S POST-CONFIRMATION OPERATION AND BAR DATE FOR CLAIMS FOR PRE-CONFIRMATION OPERATIONS:**

The *Trustee* shall not be liable for any claim arising from the post-confirmation operation of the *Debtor's(s')* business. Any claims against the *Trustee* arising from the pre-confirmation operation of the *Debtor's(s')* business must be filed with the Bankruptcy Court within sixty (60) days after entry by the Bankruptcy Court of the Order of Confirmation or be barred.

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**T. DISPOSAL OF DEBTOR'S NON-EXEMPT PROPERTY; RE-VESTING OF PROPERTY; NON-LIABILITY OF TRUSTEE FOR PROPERTY IN POSSESSION OF DEBTOR WHERE DEBTOR HAS EXCLUSIVE RIGHT TO USE, SELL, OR LEASE IT; AND TRUSTEE PAYMENTS UPON POST CONFIRMATION CONVERSION OR DISMISSAL:**

*Debtor(s)* shall not dispose of or encumber any non-exempt property or release or settle any lawsuit or claim by *Debtor(s)*, prior to discharge, without consent of the *Trustee* or order of the Court after notice to the *Trustee* and all creditors.

Property of the estate shall not vest in the *Debtor* until such time as a discharge is granted or the *Case* is dismissed or closed without discharge. Vesting shall be subject to all liens and encumbrances in existence when the *Case* was filed and all valid post-petition liens, except those liens avoided by court order or extinguished by operation of law. In the event the *Case* is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the *Plan*, the *Trustee* shall have no further authority, fiduciary duty or liability regarding the use, sale, insurance of or refinance of property of the estate except to respond to any motion for the proposed use, sale, or refinance of such property as required by the applicable laws and/or rules. Prior to any discharge or dismissal, the *Debtor(s)* must seek approval of the court to purchase, sell, or refinance real property.

Upon dismissal of the *Case* post confirmation, the *Trustee* shall disburse all funds on hand in accordance with this *Plan*. Upon conversion of the *Case*, any balance on hand will be disbursed by the *Trustee* in accordance with applicable law.

**U. ORDER OF PAYMENT:**

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 *Trustee* after the entry of an order confirming the Chapter 13 Plan, whether pursuant to this *Plan* or a modification thereof, will be paid in the order set out below, to the extent a creditor's claim is allowed or the disbursement is otherwise authorized. Each numbered paragraph below is a level of payment. All disbursements which are in a specified monthly amount are referred to as "per mo." At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on a per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. If multiple claimants are scheduled to receive per mo payments within the same level of payment and there are insufficient funds to make those payments in full, available funds will be disbursed to the claimants within that level on a pro-rata basis. Claimants with a higher level of payment which are designated as receiving pro-rata payments shall be paid, in full, before any disbursements are made to any claimant with a lower level of payment.

1st -- Clerk's Filing Fee and Trustee's Percentage Fee(s) and Noticing Fees in B.(1) and B.(2) and per statutory provisions will be paid in full.

2nd -- Current Post-Petition Mortgage Payments (Conduit) in D.(2) and as adjusted according to the General Order, which must be designated to be paid per mo.

3rd -- Creditors listed in E.(1)(A) and E.(2)(A), which must be designated to be paid per mo, and Domestic Support Obligations ("DSO") in B.(3), which must be designated to be paid per mo.

4th -- Attorney Fees in C, which must be designated to be paid pro-rata.

5th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid per mo.

6th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid pro-rata.

7th -- Arrearages owed on Executory Contracts and Unexpired Leases in K, which must be designated to be paid per mo.

8th -- Any Creditors listed in D.(1), if designated to be paid per mo.

9th -- Any Creditors listed in D.(1), if designated to be paid pro-rata and/or Creditors listed in E.(1)(B) or E.(2)(B), which must be designated to be paid pro-rata.

10th -- All amounts allowed pursuant to a *Notice of Fees, Expenses and Charges*, which will be paid pro-rata.

11th -- Priority Creditors Other than Domestic Support Obligations ("Priority Creditors") in H, which must be designated to be paid pro-rata.



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12th -- Special Class in I, which must be designated to be paid per mo.

13th -- Unsecured Creditors in J, other than late filed or penalty claims, which must be designated to be paid pro-rata.

14th -- Late filed claims by Secured Creditors in D.(1), D.(2), D.(3), E.(1) and E.(2), which must be designated to be paid pro-rata, unless other treatment is authorized by the Court.

15th -- Late filed claims for DSO or filed by Priority Creditors in B.(3) and H, which must be designated to be paid pro-rata.

16th -- Late filed claims by Unsecured Creditors in J, which must be designated to be paid pro-rata.

17th -- Unsecured claims for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims. These claims must be designated to be paid pro-rata.

**V. POST-PETITION CLAIMS:**

Claims filed under § 1305 of the Bankruptcy Code shall be paid as allowed. To the extent necessary, *Debtor(s)* will modify this *Plan*.

**W. TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC") PROCEDURE:**

See the provisions of the General Order regarding this procedure.

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**SECTION III**  
**NONSTANDARD PROVISIONS**

The following nonstandard provisions, if any, constitute terms of this *Plan*. Any nonstandard provision placed elsewhere in the *Plan* is void.

**None.**

I, the undersigned, hereby certify that the *Plan* contains no nonstandard provisions other than those set out in this final paragraph.

**/s/ Richard Weaver**

Richard Weaver, Debtor's(s') Attorney

Debtor (if unrepresented by an attorney)

Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) is respectfully submitted.

**/s/ Richard Weaver**

Richard Weaver, Debtor's(s') Counsel

**21010820**

State Bar Number

**/s/ Manmohan Singh**

Manmohan Singh, Debtor

**/s/ Jaswinder Singh**

Jaswinder Singh, Joint Debtor

Case No: 18-42986-13  
 Debtor(s): **Manmohan Singh**  
**Jaswinder Singh**

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**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that the foregoing Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) was served on the following entities either by Electronic Service or by First Class Mail, Postage Pre-paid on the **24th day of August, 2018** :

(List each party served, specifying the name and address of each party)

Dated: **August 24, 2018**

**/s/ Richard Weaver**

Richard Weaver, Debtor's(s') Counsel

Amca  
 xxxxxxxxxxxx2710  
 2269 S Saw Mill  
 Elmsford, NY 10523

Cap1/bstby  
 xxxxxxxxxxxx0690  
 Po Box 5253  
 Carol Stream, IL 60197

Citihealth  
 xxxxxxxxxxxx1972  
 Po Box 6497  
 Sioux Falls, SD 57117

Attorney General of Texas  
 Bankruptcy Section  
 400 S Zang Blvd Ste 500  
 Dallas, TX 75208-6640

Capital One  
 xxxxxxxxxxxx4023  
 Po Box 5253  
 Carol Stream, IL 60197

Comenity Bank/justice  
 x8089  
 Po Box 182789  
 Columbus, OH 43218

Bankamerica  
 xxxxxxxxxxxx4684  
 Po Box 982238  
 El Paso, TX 79998

Capital One Bank Usa N  
 xxxxxxxxxxxx8878  
 15000 Capital One Dr  
 Richmond, VA 23238

Conns  
 xxxxx6532  
 3295 College St  
 Beaumont, TX 77701

Bankamerica  
 xxxx4261  
 4909 Savarese Circle  
 Tampa, FL 33634

Citi  
 xxxxxxxx4284  
 Po Box 6241  
 Sioux Falls, SD 57117

Credit Coll  
 xxxx4039  
 Po Box 447  
 Norwood, MA 02062

Brown & Joseph Ltd  
 xxxxxxxxxxxx8329  
 1701 Golf Road  
 Rolling Meadows, IL 60008

Citi Auto  
 xxxxxx5301  
 2208 Highway 121 Ste 100  
 Bedford, TX 76021

Credit Coll  
 xxxx9671  
 Po Box 447  
 Norwood, MA 02062

BSI Financial Services  
 xxxxxx6116  
 1425 Greenway Drive, Ste 400  
 Irving, TX 75038

Citibank Na  
 8998  
 Po Box 528  
 Pelham, NY 10803

Credit First N A  
 xxxxx4361  
 6275 Eastland Rd  
 Brookpark, OH 44142

Case No: 18-42986-13

Debtor(s): **Manmohan Singh**  
**Jaswinder Singh**Diversified Credit Sys  
xx6026  
706 Glencrest Lnste A  
Longview, TX 75601M.a.r.s.inc  
xxx4228  
5810 E Skelly Dr Ste 200  
Tulsa, OK 74135Santander Consumer Usa  
xxxxxxxxxxxx1000  
Po Box 961245  
Fort Worth, TX 76161Dsnb Macys  
xxxxxxxx6301  
9111 Duke Blvd  
Mason, OH 45040Manmohan Singh  
1236 Logan Drive  
Lewisville, TX 75077Seterus Inc  
xxxxxxxx6116  
14523 SW Millikan Way St  
Beavertton, OR 97005Enhanced Recovery Co L  
xxxxx4766  
8014 Bayberry Rd  
Jacksonville, FL 32256NTTA  
Violation Processing Center  
PO Box 260928  
Plano, TX 75026-0928Synch/jcp  
xxxxxxxxxxxx4356  
Po Box 965007  
Orlando, FL 32896FHA Single Family Loan Mtg -  
US Dept of Housing & Urban HUD  
801 Cherry St Unit 45  
Fort Worth, TX 76102-6882Omniamerican Bank  
xxxxxx9211  
7800 White Settlement Rd  
Fort Worth, TX 76108Synch/mervyns  
xxxxxxx0195  
Po Box 965005  
Orlando, FL 32896Goodyr/cbna  
xxxxxxxxxxxx0326  
Po Box 6497  
Sioux Falls, SD 57117Portfolio Recovery Ass  
xxxxxxxxxxxx2750  
120 Corporate Blvd Ste 1  
Norfolk, VA 23502Synch/sams Club  
xxxxxxxxxxxx2750  
Po Box 965005  
Orlando, FL 32896IRS  
Centralized Insolvency Operations  
PO Box 7346  
Philadelphia, PA 19101-7346Prof Fin Co  
xxx5109  
5754 W 11th St Ste 100  
Greeley, CO 80634Synch/walmart  
xxxxxxx5134  
Po Box 965024  
Orlando, FL 32896IRS- Special Procedures Staff  
Bankruptcy: Mail Code 502DAL  
1100 Commerce Street RM 9a20  
Dallas, TX 75242Professional Finance C  
xxx5013  
5754 W 11th St Ste 100  
Greeley, CO 80634Tim Truman  
6851 NE Loop 820 Ste 300  
NR Hills, TX 76180Kohls/capone  
xxxxxxxxxxxx2904  
N56 W 17000 Ridgewood Dr  
Menomonee Falls, WI 53051Professional Finance C  
xxx7445  
5754 W 11th St Ste 100  
Greeley, CO 80634US Dept. of Hud - Title 1  
52 Corporate Circle  
Albany, NY 12203-5121

Case No: 18-42986-13

Debtor(s): **Manmohan Singh**  
**Jaswinder Singh**

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Veterans Adm. Dept of Veteran's  
Affairs  
Regional Office Finance Sec. (24)  
One Veterans Plaza  
701 Clay Avenue  
Waco, TX 76799-0001

Wells Fargo  
xxxxxxxxxxxx8209  
Credit Bureau Dispute Resoluti  
Des Moines, IA 50306

Wf Crd Svc  
xxxxxx0167  
Credit Bureau Dispute Resoluti  
Des Moines, IA 50306

Wfds  
xxxxxxx0308  
Po Box 1697  
Winterville, NC 28590

**Richard M. Weaver & Associates**5601 Airport Freeway  
Fort Worth, TX 76117Bar Number: **21010820**Phone: **(817) 222-1108****IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

Revised 10/1/2016

IN RE: **Manmohan Singh**  
1236 Logan Drive  
Lewisville, TX 75077**xxx-xx-0082****§**CASE NO: **18-42986-13****§****§****§****§****Jaswinder Singh**  
1236 Logan Drive  
Lewisville, TX 75077**xxx-xx-5623**

Debtor(s)

**AUTHORIZATION FOR ADEQUATE PROTECTION DISBURSEMENTS**DATED: **8/24/2018**

The undersigned Debtor(s) hereby request that payments received by the Trustee prior to confirmation be disbursed as indicated below:

Periodic Payment Amount	<b>\$2,920.00</b>	
Disbursements	First (1)	Second (2) (Other)
Account Balance Reserve	\$5.00	\$5.00 carried forward
Trustee Percentage Fee	\$291.50	\$292.00
Filing Fee	\$0.00	\$0.00
Noticing Fee	\$50.40	\$0.00
<b>Subtotal Expenses/Fees</b>	<b>\$346.90</b>	<b>\$292.00</b>
Available for payment of Adequate Protection, Attorney Fees and Current Post-Petition Mortgage Payments:	<b>\$2,573.10</b>	<b>\$2,628.00</b>

**CREDITORS SECURED BY VEHICLES (CAR CREDITORS):**

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
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Total Adequate Protection Payments for Creditors Secured by Vehicles:

**\$0.00****CURRENT POST-PETITION MORTGAGE PAYMENTS (CONDUIT):**

Name	Collateral	Start Date	Scheduled Amount	Value of Collateral	Payment Amount
BSI Financial Services	Homestead	11/1/18	\$179,464.00	\$320,123.00	\$2,065.96

Payments for Current Post-Petition Mortgage Payments (Conduit):

**\$2,065.96**

Case No: 18-42986-13  
 Debtor(s): Manmohan Singh  
 Jaswinder Singh

**CREDITORS SECURED BY COLLATERAL OTHER THAN A VEHICLE:**

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
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Total Adequate Protection Payments for Creditors Secured by Collateral other than a vehicle: **\$0.00**

**TOTAL PRE-CONFIRMATION PAYMENTS****First Month Disbursement (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):**

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	<b>\$0.00</b>
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	<b>\$0.00</b>
Debtor's Attorney, per mo:	<b>\$1,510.00</b>
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	<b>\$0.00</b>

**Disbursements starting month 2 (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):**

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	<b>\$2,065.96</b>
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	<b>\$0.00</b>
Debtor's Attorney, per mo:	<b>\$0.00</b>
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	<b>\$0.00</b>

**Order of Payment:**

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 Trustee prior to entry of an order confirming the Chapter 13 Plan will be paid in the order set out above. All disbursements which are in a specified monthly amount are referred to as "per mo". At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on the per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. Other than the Current Post-Petition Mortgage Payments, the principal balance owing upon confirmation of the Plan on the allowed secured claim shall be reduced by the total of adequate protection payments, less any interest (if applicable), paid to the creditor by the Trustee.

DATED: 8/24/2018

/s/ Richard Weaver  
 Attorney for Debtor(s)

/s/ Manmohan Singh  
 Debtor

/s/ Jaswinder Singh  
 Joint Debtor

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

IN RE: **Manmohan Singh**  
*Debtor*

CASE NO. **18-42986-13**

**Jaswinder Singh**  
*Joint Debtor*

CHAPTER **13**

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that on August 24, 2018, a copy of the attached Chapter 13 Plan, with any attachments, was served on each party in interest listed below, by placing each copy in an envelope properly addressed, postage fully prepaid in compliance with Local Rule 9013 (g).

**/s/ Richard Weaver**

Richard Weaver  
Bar ID:21010820  
Richard M. Weaver & Associates  
5601 Airport Freeway  
Fort Worth, TX 76117  
(817) 222-1108

Amca  
xxxxxxxxxxx2710  
2269 S Saw Mill  
Elmsford, NY 10523

Brown & Joseph Ltd  
xxxxxxxxxxxxx8329  
1701 Golf Road  
Rolling Meadows, IL 60008

Capital One Bank Usa N  
xxxxxxxxxxxxx8878  
15000 Capital One Dr  
Richmond, VA 23238

Attorney General of Texas  
Bankruptcy Section  
400 S Zang Blvd Ste 500  
Dallas, TX 75208-6640

BSI Financial Services  
xxxxxx6116  
1425 Greenway Drive, Ste 400  
Irving, TX 75038

Citi  
xxxxxxxxx4284  
Po Box 6241  
Sioux Falls, SD 57117

Bankamerica  
xxxxxxxxxxxxx4684  
Po Box 982238  
El Paso, TX 79998

Cap1/bstby  
xxxxxxxxxxxxx0690  
Po Box 5253  
Carol Stream, IL 60197

Citi Auto  
xxxxxx5301  
2208 Highway 121 Ste 100  
Bedford, TX 76021

Bankamerica  
xxxx4261  
4909 Savarese Circle  
Tampa, FL 33634

Capital One  
xxxxxxxxxxxxx4023  
Po Box 5253  
Carol Stream, IL 60197

Citibank Na  
8998  
Po Box 528  
Pelham, NY 10803



**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

IN RE: Manmohan Singh*Debtor*CASE NO. **18-42986-13**Jaswinder Singh*Joint Debtor*CHAPTER **13****CERTIFICATE OF SERVICE**

(Continuation Sheet #1)

Citihealth  
xxxxxxxxxxxx1972  
Po Box 6497  
Sioux Falls, SD 57117

Dsnb Macys  
xxxxxxx6301  
9111 Duke Blvd  
Mason, OH 45040

M.a.r.s.inc  
xxx4228  
5810 E Skelly Dr Ste 200  
Tulsa, OK 74135

Comenity Bank/justice  
x8089  
Po Box 182789  
Columbus, OH 43218

Enhanced Recovery Co L  
xxxxx4766  
8014 Bayberry Rd  
Jacksonville, FL 32256

Manmohan Singh  
1236 Logan Drive  
Lewisville, TX 75077

Conns  
xxxxx6532  
3295 College St  
Beaumont, TX 77701

FHA Single Family Loan Mtg -  
US Dept of Housing & Urban HUD  
801 Cherry St Unit 45  
Fort Worth, TX 76102-6882

NTTA  
Violation Processing Center  
PO Box 260928  
Plano, TX 75026-0928

Credit Coll  
xxxx4039  
Po Box 447  
Norwood, MA 02062

Goodyr/cbna  
xxxxxxxxxxxx0326  
Po Box 6497  
Sioux Falls, SD 57117

Omniamerican Bank  
xxxxxx9211  
7800 White Settlement Rd  
Fort Worth, TX 76108

Credit Coll  
xxxx9671  
Po Box 447  
Norwood, MA 02062

IRS  
Centralized Insolvency Operations  
PO Box 7346  
Philadelphia, PA 19101-7346

Portfolio Recovery Ass  
xxxxxxxxxxxx2750  
120 Corporate Blvd Ste 1  
Norfolk, VA 23502

Credit First N A  
xxxxx4361  
6275 Eastland Rd  
Brookpark, OH 44142

IRS- Special Procedures Staff  
Bankruptcy: Mail Code 502DAL  
1100 Commerce Street RM 9a20  
Dallas, TX 75242

Prof Fin Co  
xxx5109  
5754 W 11th St Ste 100  
Greeley, CO 80634

Diversified Credit Sys  
xx6026  
706 Glencrest Lnste A  
Longview, TX 75601

Kohls/capone  
xxxxxxxxxxxx2904  
N56 W 17000 Ridgewood Dr  
Menomonee Falls, WI 53051

Professional Finance C  
xxx5013  
5754 W 11th St Ste 100  
Greeley, CO 80634

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

IN RE: **Manmohan Singh**  
*Debtor*

CASE NO. **18-42986-13**

**Jaswinder Singh**  
*Joint Debtor*

CHAPTER **13**

**CERTIFICATE OF SERVICE**

(Continuation Sheet #2)

Professional Finance C  
xxx7445  
5754 W 11th St Ste 100  
Greeley, CO 80634

Tim Truman  
6851 NE Loop 820 Ste 300  
NR Hills, TX 76180

Santander Consumer Usa  
xxxxxxxxxxxx1000  
Po Box 961245  
Fort Worth, TX 76161

US Dept. of Hud - Title 1  
52 Corporate Circle  
Albany, NY 12203-5121

Seterus Inc  
xxxxxxxxxx6116  
14523 SW Millikan Way St  
Beaverton, OR 97005

Veterans Adm. Dept of Veteran's Affairs  
Regional Office Finance Sec. (24)  
One Veterans Plaza  
701 Clay Avenue  
Waco, TX 76799-0001

Syncb/jcp  
xxxxxxxxxxxx4356  
Po Box 965007  
Orlando, FL 32896

Wells Fargo  
xxxxxxxxxxxx8209  
Credit Bureau Dispute Resoluti  
Des Moines, IA 50306

Syncb/mervyns  
xxxxxxx0195  
Po Box 965005  
Orlando, FL 32896

Wf Crd Svc  
xxxxxx0167  
Credit Bureau Dispute Resoluti  
Des Moines, IA 50306

Syncb/sams Club  
xxxxxxxxxxxx2750  
Po Box 965005  
Orlando, FL 32896

Wfds  
xxxxxxx0308  
Po Box 1697  
Winterville, NC 28590

Syncb/walmart  
xxxxxxx5134  
Po Box 965024  
Orlando, FL 32896

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

IN RE: **Manmohan Singh  
Jaswinder Singh**

CASE NO. **18-42986-13**

CHAPTER **13**

**Certificate of Service**

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I, the undersigned hereby certify that a copy of the foregoing Notice of Chapter 13 Bankruptcy Case, Meeting of Creditors, & Deadlines was served upon the following parties of interest via 1st class mail.

Date: **8/24/2018**

**/s/ Richard Weaver**

**Richard Weaver**

Attorney for the Debtor(s)

Amca  
2269 S Saw Mill  
Elmsford, NY 10523

BSI Financial Services  
1425 Greenway Drive, Ste 400  
Irving, TX 75038

Capital One Bank Usa N  
15000 Capital One Dr  
Richmond, VA 23238

Attorney General of Texas  
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Citi  
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Carol Stream, IL 60197

Citihealth  
Po Box 6497  
Sioux Falls, SD 57117

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

IN RE: **Manmohan Singh  
Jaswinder Singh**

CASE NO. **18-42986-13**

CHAPTER **13**

**Certificate of Service**

(Continuation Sheet #1)

Comenity Bank/justice  
Po Box 182789  
Columbus, OH 43218

Enhanced Recovery Co L  
8014 Bayberry Rd  
Jacksonville, FL 32256

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5810 E Skelly Dr Ste 200  
Tulsa, OK 74135

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Violation Processing Center  
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Plano, TX 75026-0928

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Portfolio Recovery Ass  
120 Corporate Blvd Ste 1  
Norfolk, VA 23502

Credit First N A  
6275 Eastland Rd  
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Bankruptcy: Mail Code 502DAL  
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Dallas, TX 75242

Prof Fin Co  
5754 W 11th St Ste 100  
Greeley, CO 80634

Diversified Credit Sys  
706 Glencrest Lnste A  
Longview, TX 75601

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5754 W 11th St Ste 100  
Greeley, CO 80634

Dsnb Macys  
9111 Duke Blvd  
Mason, OH 45040

Kohls/capone  
N56 W 17000 Ridgewood Dr  
Menomonee Falls, WI 53051

Professional Finance C  
5754 W 11th St Ste 100  
Greeley, CO 80634

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

IN RE: **Manmohan Singh  
Jaswinder Singh**

CASE NO. **18-42986-13**

CHAPTER **13**

**Certificate of Service**

(Continuation Sheet #2)

---

Richard M. Weaver & Associates  
5601 Airport Freeway  
Fort Worth, TX 76117

Tim Truman  
6851 NE Loop 820 Ste 300  
NR Hills, TX 76180

Santander Consumer Usa  
Po Box 961245  
Fort Worth, TX 76161

US Dept. of Hud - Title 1  
52 Corporate Circle  
Albany, NY 12203-5121

Seterus Inc  
14523 SW Millikan Way St  
Beavertton, OR 97005

Veterans Adm. Dept of Veteran's Affairs  
Regional Office Finance Sec. (24)  
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701 Clay Avenue  
Waco, TX 76799-0001

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Orlando, FL 32896

Wells Fargo  
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Des Moines, IA 50306

Syncb/mervyns  
Po Box 965005  
Orlando, FL 32896

Wf Crd Svc  
Credit Bureau Dispute Resoluti  
Des Moines, IA 50306

Syncb/sams Club  
Po Box 965005  
Orlando, FL 32896

Wfds  
Po Box 1697  
Winterville, NC 28590

Syncb/walmart  
Po Box 965024  
Orlando, FL 32896